



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – SPECIAL MEETING

Date: August 11, 2009

Time: 7:00 a.m.

For information regarding this agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

A. Roll call

B. Closed Session

- B-1 Pursuant to Government Code §54956.9(c); Conference with Legal Counsel; Anticipated Litigation/Initiation of Litigation Regarding Potential Filing of Writ of Mandate against State Water Quality Control Board Challenging Wastewater Permit Order; One Potential Case
- B-2 Prospective Lease of City Property (10± Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12745 N. Thornton Road, Lodi, CA); the Negotiating Parties are Don Dame on behalf of the Northern California Power Agency and City Manager Blair King for the City of Lodi; Price and Terms of the Lease are under Negotiation; Government Code §54956.8

C. Return to Open Session / Disclosure of Action

D. Regular Calendar

- D-1 Authorize City Manager to Enter Voluntary Cleanup Agreement with Department of Toxic Substances Control for Soil Removal on Lodi Energy Center Site (CA)
- Res. D-2 Adopt Resolution Authorizing the City Manager to Submit a Joint Application with Eden Development, Inc., to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program Funding; and if Selected, the Execution of a Standard Agreement, and Amendments Thereto, and of any Related Documents Necessary to Participate in the HOME Investment Partnerships Program (CD)

E. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

Randi Johl
City Clerk

****NOTICE:** Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before (in the case of a Closed Session item) or during consideration of the item. **



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Enter Voluntary Cleanup Agreement with Department of Toxic Substances Control for Soil Removal on Lodi Energy Center Site

MEETING DATE: August 11, 2009

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Authorize City Manager to Enter Voluntary Cleanup Agreement with Department of Toxic Substances Control for Soil Removal on Lodi Energy Center Site.

BACKGROUND INFORMATION: The LEC site was historically used to store sewer sludge, primarily during periods that the sludge ponds needed maintenance. It is possible that this storage caused several contaminants that have been found on site including metals, pesticides and combustion byproducts.

NCPA and City staff have tentatively agreed to the following remediation program.

- a) City to enter Voluntary Cleanup Agreement with Department of Toxic Substances Control (DTSC) and perform cleanup. City to pay consultant and DTSC costs currently estimated at \$100,000 to \$300,000.
- b) LEC to excavate and load soil at its expense.
- c) City to pay trucking and disposal costs currently estimated at \$320,000 to \$1.3 million.
- d) LEC to front all cleanup costs as a credit against LEC's payment obligations to City.

Terms of Voluntary Cleanup Agreement:

- 1) City contracts with DTSC to oversee cleanup to state and federal standards.
- 2) City to pay DTSC costs unlimited but estimated at \$45,000 (\$20,000 advance deposit).
- 3) Terminable at will without further obligation.
- 4) Parties agree to significantly shortened time frame and turn around times to keep LEC project on track.
- 5) Parties reserve all rights/City makes no admissions.

Approval of the LEC is under the California Energy Commission (CEC). CEC has required the LEC site be remediated under contract with the DTSC. As cleanup is mandated and revenues will quickly exceed the expected costs, staff recommends Council authorize the City Manager to enter the Voluntary Cleanup Agreement attached hereto.

FISCAL IMPACT: Up to \$1.6 million in costs in year 1 offset by LEC lease and water revenue.

FUNDING AVAILABLE: Costs to be advanced by LEC as a credit against year 1 and 2 revenues.

Stephen Schwabauer
City Attorney

APPROVED:

Blair King, City Manager



Linda S. Adams
Secretary for
Environmental Protection



Department of Toxic Substances Control

Maziar Movassaghi
Acting Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Arnold Schwarzenegger
Governor

May 28, 2009

Mr. D. Stephen Schwabauer
City Attorney
221 West Pine Street
Lodi, California 95241-1910

VOLUNTARY CLEANUP AGREEMENT, LODI ENERGY CENTER, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

Dear Mr. Schwabauer:

The Department of Toxic Substances Control (DTSC) has enclosed for your review a copy of the Draft Voluntary Cleanup Agreement (Agreement) for the Lodi Energy Center (Site) located at 12745 North Thornton Road in Lodi, San Joaquin County, California 95240. If you find the enclosed Agreement acceptable, please sign and return the document to DTSC. Upon receipt of the signed copy of the document, DTSC will then sign and send you a copy of the fully executed Agreement.

We look forward to working with you toward the successful completion of this project. If you have any questions, please contact Ms. Maria Gillette, Project Manager at (916) 255-3953.

Sincerely,

Tim Miles

for

Steven R. Becker, P.G.
Supervising Senior Engineering Geologist
Brownfields and Environmental Restoration Program

Enclosure

cc: Ms. Ellie Townsend – Hough
Chemical Engineer
California Energy Commission
1516 Ninth Street MS 40
Sacramento, California 95814

Mr. D. Stephen Schwabauer
May 28, 2009
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cc: Ms. Maria N. Gillette (**sent via email**)
Project Manager
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95286

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:

Lodi Energy Center
12745 North Thornton Road
Lodi, California 95240

PROJECT PROPONENT:

City of Lodi
221 West Pine Street
Lodi, California 95241-6701

Docket No.: HSA-VCA 08/09-162

Voluntary Cleanup
Agreement

Health and Safety Code
Section 25355.5(a)(1)(C)

I. INTRODUCTION

1.1 **Parties.** The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with the City of Lodi (the Proponent).

1.2 **Site.** The Lodi Energy Center property which is the subject of this Agreement (Site) is located at 12745 North Thornton Road, Lodi, San Joaquin County, California 95240. The Northern California Power Agency is proposing to construct a gas-fired generating station identified as the Lodi Energy Center (LEC) on the Site property and has submitted an Application of Certification to the California Energy Commission for approval of the proposed project. The Site property consists of an approximately 4.4 acre parcel that is located within the boundaries of the City of Lodi's existing White Slough Water Pollution Control Facility (WPCF) and described as a portion of the San Joaquin County Assessor's Parcel Number (APN) 055-139-16. A diagram of the Site and a location map are attached as Exhibit A and Exhibit B.

1.3 **Jurisdiction.** This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code (H&SC) section 25355.5(a)(1)(C). This section authorizes DTSC to enter into an enforceable agreement with Proponent to oversee the characterization and cleanup of a Site.

1.4 **Purpose.** The purpose of this Agreement is for the Proponent to prepare a Preliminary Endangerment Assessment (PEA) (or other assessment deemed by DTSC to be substantially equivalent) to determine the extent of the Site property's existing hazardous substance contamination and conduct a removal action under the oversight of DTSC. DTSC will be working cooperatively with the California Energy Commission to ensure timely coordination of document review and field activities. The purpose of this

Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs.

II. BACKGROUND

2.1 Ownership. The Site property is owned by the City of Lodi, 221 West Pine Street, Lodi, California 95241-1910.

2.2 Substances Found at the Site. Information contained in the Agreement application, the Phase 1 Environmental Site Assessment (Phase I ESA), dated June 30, 2008, and the Phase II ESA, dated February 26, 2009, report the presence of elevated concentrations of metals, total petroleum hydrocarbons, polynuclear aromatic hydrocarbons and organochlorine pesticides in the Site's surface soils.

2.3 Physical Description. The Site is located in proximity to Interstate Highway 5, approximately 6 miles west of the Lodi city center and 2 miles north of the City of Stockton. The Site is bordered by the City of Lodi's White Slough Water Pollution Control Facility (WPCF) to the north and east, the San Joaquin County's Vector Control fish-rearing ponds on the south, and the Northern California Power Agency's (NCPA) turbine facility and switching yard on the west. Properties beyond the adjoining uses are developed with agricultural fields, and Interstate Highway 5 adjoins the WPCF on the east.

2.4 Site History. Historical aerial photos suggest that the subject property was used for agricultural purposes (row crops and pasture land) prior to the construction of the WPCF in the early 1960's. In recent years, the Site property has been used as a staging area for contractor construction improvements at the adjacent WPCF. Historical documentation indicates the Site property was also used in the late 1980's for the stockpiling of bio-solids/sludge removed from storage ponds at the adjacent WPCF. In 2003, the Site was reportedly used again for the temporary stockpiling of pond sediment during maintenance work at the WPCF. The Phase II ESA reported that these materials have been removed and that the Site property is currently vacant.

III. AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent deliverables as described in Exhibit C (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling, as appropriate. DTSC's

completion of activities described above shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits hereto in accordance with Paragraph 3.17. If DTSC expects additional oversight costs to be incurred related to these additional activities, it will provide an estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Steven R. Becker, P.G., Supervising Senior Engineering Geologist is designated by DTSC as its Manager for this Agreement. D. Stephen Schwabauer, City Attorney for the City of Lodi, is designated by the Proponent as the Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses:

3.4.1 To DTSC: (SEE FOLLOWING PAGE)

Steven R. Becker, P.G.
Supervising Senior Engineering Geologist
Brownfields and Environmental Restoration Program
Attn: Maria N. Gillette
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

3.4.2 To the Proponent:
D. Stephen Schwabauer
City Attorney
221 West Pine Street
Lodi, California 95241-1910

3.4.3 To the Proponents Consultant:
Sarah Madams
CH2MHILL
2485 Natomas Park Drive, Suite 600
Sacramento, California 95833

All plans and reports shall include a PDF copy in accordance with DTSC's Guidelines for Submitting PDF Documents contained in Exhibit F.

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) Return comments to the Proponent with recommended changes; or

REVISED
7-23-09

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses:

3.4.1 To DTSC:

Steven R. Becker, P.G.
Supervising Senior Engineering Geologist
Brownfields and Environmental Restoration Program
Attn: Maria N. Gillette
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

3.4.2 To the Proponent:

D. Stephen Schwabauer
City Attorney
City of Lodi
221 West Pine Street
Lodi, California 95241-1910

3.4.3 Charlie Swmley

Water Services Manager
City of Lodi
P.O. Box 3006
Lodi, California 95241

3.4.3 To the Proponent's Consultant:

Gary D. Haeck, Ph.D., P.G.
Stantec Consulting Corporation
3017 Kilgore Road, Suite 100
Rancho Cordova, California 95670-6150

3.4.4 To the Proponent's Tenant:

Ed Warner
Northern California Power Agency
12751 North Thornton Road
Lodi, California 95242

REVISED
7-23-09

(b) Following consultation with the Proponent, modify the document as deemed necessary and approve the document as modified.

3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the Proponent in writing by DTSC's Agreement Manager or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the Proponent shall be construed to relieve the Proponent of the obligation to obtain such written approvals.

3.7 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent agrees to pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of the Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit D. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly. Proponent agrees to make payment within 60 days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, the Proponent shall make an advance payment of \$20,000.00 to DTSC. That payment shall be made no later than ten (10) days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this paragraph, Proponent agrees to pay the additional costs within sixty (60) days of receipt of a bill from DTSC.

3.8.2 If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material default of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (102011-11) and the docket number of this Agreement. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent concurrently to DTSC's Agreement Manager/Performance Manager.

3.8.4 If the advance payment exceeds DTSC's actual oversight costs, DTSC will provide an accounting for expenses and refund the difference within 120 days after termination of this Agreement in accordance with Paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in Paragraph 3.8.1. is a condition precedent to DTSC's obligation to provide oversight, review and/or comment on documents.

3.10 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous substance site cleanup, the resume of the coordinator. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

3.12 Access. Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.13 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.15 Notification of Environmental Condition. The Proponent shall notify DTSC's Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six year period, the related records shall be retained until the completion and resolution of all issues arising there from or until the end of the six-year period, which ever is later.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.18 Termination for Convenience. Except as otherwise provided in this Paragraph, each party to this Agreement reserves the right unilaterally to terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Agreement to the other Party. In the event that this Agreement is terminated under this Paragraph, the Proponent shall be responsible for DTSC costs through the effective date of termination.

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

3.20 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.21 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a

result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.22 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Proponent or by related parties in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a party to any contract entered into by the Proponent or its agents in carrying out the activities pursuant to this Agreement.

3.23 Third Party Actions. In the event that the Proponent is a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to, responding to subpoenas.

3.24 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability act of 1980 (CERCLA), as amended, the California Health and Safety Code section 25360, and any other applicable section of the law.

3.24.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.24.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of CERCLA, or Health and Safety Code section 25319, that is not a signatory to this Agreement.

3.24.4 By entering into this Agreement, Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.25 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

3.26 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.

3.27 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of the Agreement.

3.28 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.29 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

3.30 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

3.31 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Date_____

Steven R. Becker, P.G.
Supervising Senior Engineering Geologist
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control

Date_____

D. Stephen Schwabauer
City Attorney
City of Lodi

**EXHIBITS
LODI ENERGY CENTER**

A - SITE DIAGRAM

B - SITE LOCATION MAP

C - SCOPE OF WORK

D - COST ESTIMATE

E - SCHEDULE

F - SUBMITTING PDF DOCUMENTS

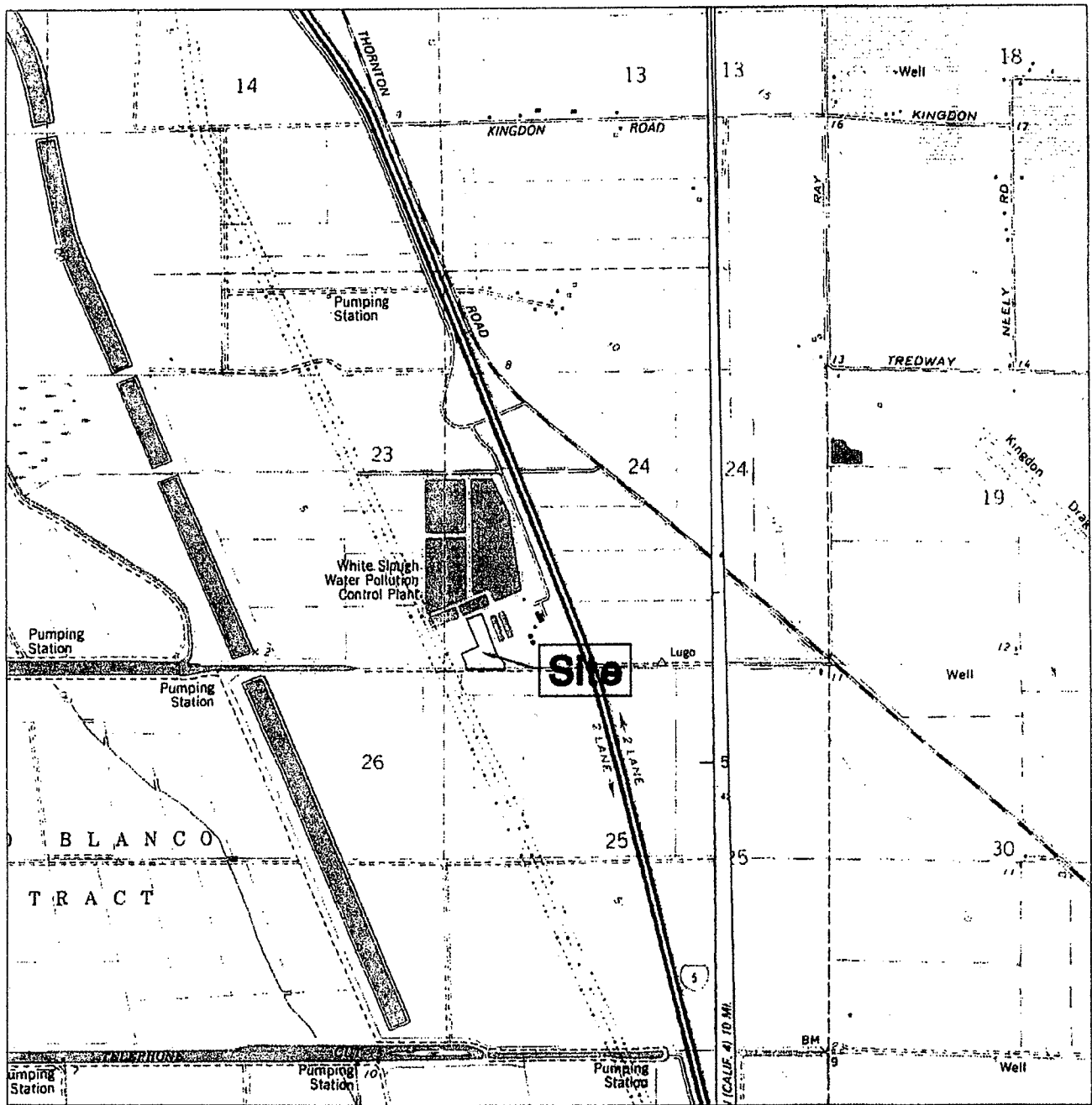
EXHIBIT A
SITE DIAGRAM
LODI ENERGY CENTER



FIGURE 2.1-3
PROPOSED LAYDOWN
AND PARKING AREAS
LODI ENERGY CENTER
LODI, CALIFORNIA

CH2MHILL

EXHIBIT B
SITE LOCATION MAP
LODI ENERGY CENTER



Terminus and Lodi South, CA U.S.G.S Topographic
 Quadrangles
 T3N, R5E, Sec. 23
 1:24,000



Project 6300-01-08

June 2008



Carlton Engineering, Inc.
 3883 Ponderosa Road
 Shingle Springs, California 95682

Environmental Site Assessment
 12751 North Thornton Road, Lodi
 San Joaquin, California

FIGURE

I

EXHIBIT C
SCOPE OF WORK
LODI ENERGY CENTER

The following Tasks will be completed as part of this Agreement:

TASK 1. Preliminary Endangerment Assessment (PEA). The Proponent shall conduct a PEA to determine whether a release or threatened release of hazardous substances exists at the Site which poses a threat to human health of the environment. The PEA shall be conducted in accordance with the DTSC guidance manual for evaluating hazardous substance release sites, titled: "Preliminary Endangerment Assessment Guidance Manual", State of California, Environmental Protection Agency, Department of Toxic Substances Control (January 1994). Documents which may be required as part of the PEA are:

- (a) PEA Workplan. This workplan shall include a sampling plan designed to determine the type and general extent of contamination at the Site; a health and safety plan addressing health and safety issues and safe work practices; and a quality assurance/quality control (QA/QC) plan to produce data of known quality.
- (b) PEA Report. This report will document whether a release has occurred or threatened release exists, the threat the Site poses to human health and the environment, and whether further action is necessary.

TASK 2. Removal Action Workplan (RAW). In the event DTSC determines that a removal action is appropriate, the Proponent will prepare a RAW in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Draft RAW shall address the following criteria:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected, and the basis for that rejection. This analysis should include a discussion for each alternative which covers its effectiveness, implementability and cost;
- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan
- (f) Remedial Design and Implementation Plan consisting of:
 - 1. technical and operational plans and engineering designs for implementation of the approved remedial or removal action alternative(s);
 - 2. a schedule for implementing the construction phase;
 - 3. a description of the construction equipment to be employed;

4. a Site specific hazardous waste transportation plan (if necessary);
5. the identity of any contractors, transporters and other persons conducting the removal and remedial activities for the Site;
6. post-remedial sampling and monitoring procedures (as applicable) for air, soil, surface water and groundwater;
7. operation and maintenance procedures and schedules; and
8. a health and safety plan.

TASK 3. California Environmental Quality Act. Based on the results of the proposed project's initial environmental assessment, DTSC will prepare the necessary CEQA documents. If required, the Proponent will submit the information necessary for DTSC to prepare these documents.

TASK 4. Implementation of Final RAW. Upon DTSC's approval of the final RAW, the Proponent shall implement the removal action, as approved. Within, thirty (30) days of completion of field activities, the Proponent shall submit an Implementation Report documenting the implementation of the final RAW.

TASK 5. Changes During Implementation of Final RAW. During implementation of the final RAW and Remedial Design and Implementation Plan (RDIP), DTSC may specify such additions, modifications and revisions to the RAW or RDIP as deemed necessary to protect human health and safety, or the environment to implement the RAW.

TASK 6. Public Participation.

6.1 Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7, the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.

6.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.

6.3 The Proponent shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. Proponent shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

6.4 The Proponent shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW for public review and comment. The public comment period shall last a minimum of thirty (30) days.

6.5 DTSC may require that the Proponent hold at least one public meeting to inform the interested community of the proposed activities and to receive public comments on the RAW.

6.6 Within two weeks of the close of the public comment period, the Proponent shall coordinate with DTSC the preparation of written response to the public comments received.

6.7 If appropriate, the Proponent will revise the RAW on the basis of comments received from the public, and submit the revised RAW to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the actions proposed in the RAW.

TASK 7. Quality Assurance/Quality Control (QA/QC) Plan. All sampling and analysis conducted by the Proponent under this Agreement shall be performed in accordance with a QA/QC Plan submitted by the Proponent and approved by DTSC. The QA/QC Plan will describe:

- (a) the procedures for the collection, identification, preservation and transport of samples;
- (b) the calibration and maintenance of instruments;
- (c) the processing, verification, storage and reporting of data, including chain of custody procedures and identification of qualified person(s) conducting the sampling and of a laboratory certified or approved by DTSC pursuant to Health and Safety Code section 25198; and
- (d) how the data obtained pursuant to this Agreement will be managed and preserved in accordance with the Preservation of Documentation section of this Agreement.

TASK 8. Health and Safety Plan. The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.

TASK 9. Deed Restrictions. The Parties agree that deed restrictions or land use restrictions may be necessary to insure full protection of the environment and human health. DTSC may require such a deed restriction or land use restriction as part of the RAW approval. The Proponent agrees to sign and record the deed or land use restrictions approved by DTSC.

TASK 10. Operation and Maintenance (O&M) Agreement. The Proponent shall comply with all operation and maintenance requirements in accordance with the final RAW. The Proponent shall enter into an O&M Agreement (which includes financial assurance requirements) with DTSC prior to certification of the Site.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL
EXHIBIT D
VCA COST ESTIMATE *Includes Direct and Indirect Rates*
LODI ENERGY CENTER

TITLE	Project Manager	Legal Staff Counsel	Toxicology Staff Toxicologist	Geology	HQ CEQA	Industrial Hygiene	Public Participation	Supervisor SHSE/ SHSS	Eng/Geo	Clerical
CLASSIFICATION	HSS			EG	AEP	AIH	PPS		SEG	WPT
TASKS										
VCA (PEA/RAW)										
Preparation/Negotiation	8							2		1
Site Visit	8									
PEA	24							1		
Project Meetings	8							1		
Final Correspondence	8							1		1
Risk Assessment	8		20							
CEQA	20				12					1
RAW	30					8		1		
Public Participation	16						25			2
Remedial Design	4							2	8	
Implementation Oversight	8					8				
Completion/ Implementation Report	16							1		2
Deed Restriction	20	16						1		1
O&M Agreement	20	16						1		1
Certification	6							1		1
O&M Plan	8									
Total Hours/Class	212	32	20	0	12	20	25	12	8	10
Total Hours	351									
Hourly Rate/Class	\$118	\$162	\$160	\$145	\$116	\$136	\$110	\$203	\$158	\$61
Total Cost/Class	\$25,016	\$5,184	\$3,200	\$0	\$1,392	\$2,720	\$2,750	\$2,436	\$1,264	\$610

Total Estimated Costs	\$44,572
Past Costs	
Grand Total Costs	\$44,572

* Indirect rate used for calcu 164.84%

DRAFT
EXHIBIT E
ESTIMATED SCHEDULE
LODI ENERGY CENTER

TASK	SCHEDULE
Scoping Meeting between DTSC and Proponent	Early August 2009
Proponent submits Draft PEA Workplan	August 14, 2009
DTSC Provides Comments on Draft PEA Workplan	September 11, 2009 (within 30-days of receipt of PEA Workplan)
Proponent submits Draft PEA Document	October 30, 2009 (within 51-days of receipt of DTSC's comments)
DTSC Provides Comments or Approval on Draft PEA Document)	November 27, 2009 (within 30-days of receipt of Draft PEA Document)
Proponent submits Draft RAW Document	December 11, 2009 (15 days)
DTSC provides Comments or Approval of the Draft RAW	1/08/2010 (30 days)
Proponent Submits Final Draft RAW (if necessary) to address DTSC's Comments	1/29/2009 (15 days)
DTSC approves Final Draft RAW and initiates 30-day public comment period for Draft RAW and CEQA documentation	Within 45 days of receipt of Final Draft RAW
DTSC responds to public comments (if any) and approves the Final RAW	Within 15 days of close of public comment period
Proponent submits Implementation Report	Within 30 days of completing field work
DTSC reviews/approves Implementation Report	Within 30 days of receiving Implementation Report
Proponent reviews Draft Land Use Covenant and Operation & Maintenance (O&M) Agreement	Within 45 days of receiving Draft Land Use Covenant and O&M Agreement
DTSC certifies Site	Following DTSC approval of the RAW Implementation Report, recording of the Land Use Covenant, signature of the O&M Agreement and preparation of the O&M Plan (as required)

EXHIBIT F
SUBMITTING PDF DOCUMENTS
LODI ENERGY CENTER

With the introduction of the Site Mitigation and Brownfields Reuse Program's (SMBRP's) database, EnviroStor, the public can now download and view project related documents online. To provide the public with this vital source of information, please provide a PDF copy of reports, even if a hard copy will be supplied.

Due to differences in internet downloading capabilities and resolutions of PDF files, many users have trouble downloading and viewing large PDF files. The following guidelines were created to provide consistency in PDF files and allow most users to access these files.

- 1) **File size:** For each file that needs to be uploaded, the maximum file size should be kept to **8 megabytes** (MB). If you have a large file, please save large color images (e.g., figures, site photos, maps) and supplemental information (appendices) in separate PDF files. If using a scanner, the scanner resolution should be no more than 200 dpi.
- 2) **Saving and Naming PDF files:** If you make any changes to a PDF file, always use the **Save As** option instead of the **Save** option when saving. This will produce a smaller file size. It is recommended that the files be named by using an abbreviated site name, report title, date, and, if multiple files are being uploaded, the section of report (e.g., **Site_report_section_mmddyy, 968-81stAve_PEA_text_072706**, etc).
- 3) **Bookmarks:** For large reports, bookmarks should be created in the PDF for ease of navigation. For help on creating bookmarks, please refer to Adobe Acrobat Help.
- 4) **FTP server:** To submit large files or a group of files that cannot be sent via e-mail, they can be sent to a DTSC staff member via the FTP server. Below are the instructions to submit files via the FTP server:

Link: http://www.dtsc.ca.gov/database/DTSC_FTP_Requests/index.cfm

i. Provide Upload File Information Please provide information about yourself, the recipient, and the name of the computer file to be uploaded. This tells our system:

- a. to expect and allow your file onto the FTP server,
- b. to whom the recipient is, and
- c. to let the recipient know who sent the file

ii. Transfer the File: Once your information is provided in the first step, you have 60 minutes to send your file to our server. You will be provided with an FTP location after providing the information. You will be notified upon the successful receipt or failure to receive your file.

For further assistance about submitting PDF files, please contact the appropriate Brownfields and Environmental Restoration Program Project Manager, or the EnviroStor Help Desk at (916) 323-3400, or by email to EnviroStor@dtsc.ca.gov.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution Authorizing the City Manager to Submit a Joint Application with Eden Development Inc. to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program Funding; and if Selected, the Execution of a Standard Agreement, and Amendments Thereto, and of any Related Documents Necessary to Participate in the HOME Investment Partnerships Program

MEETING DATE: August 11, 2009

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Adopt Resolution authorizing the City Manager to submit a joint application with Eden Development Inc. to the State of California Department of Housing and Community Development (HCD) for HOME Investment Partnerships (HOME) Program funding; and if selected, the execution of a Standard Agreement, and amendments thereto, and of any related documents necessary to participate in the HOME Investment Partnerships Program

BACKGROUND INFORMATION: The City of Lodi is working with Eden Housing, Inc., and its affiliate, Eden Development, Inc., toward the development of an affordable senior housing project in Lodi, at 2245 Tienda Drive.

As noted during previous presentations to the City Council leading to the selection of the developer for this project, Eden Housing has more than 40 years' experience in the development and management of affordable housing projects. In addition, it has been certified in several county jurisdictions, including San Joaquin County, as a Community Housing Development Organization (CHDO). CHDO certification in those various county jurisdictions means that Eden has established a local board that maintains accountability to low-income residents within those communities served by the CHDO. The benefit of establishing a CHDO is to access HOME Program funds that are set aside specifically for CHDO projects and activities.

For this project in Lodi, Eden Housing has identified the State HCD HOME Program as one of the two key funding sources. Although Eden Housing has certification as a CHDO through the County, it has not been certified by the State and therefore has been working diligently to meet State requirements in order to obtain CHDO certification for Eden Development, Inc., its development arm.

On August 5, with the HOME application deadline less than two weeks away, the officials at HCD informed Eden Housing that HCD could not certify Eden Development as a CHDO because Eden Development, as a separate corporation, does not have a "history of serving the community" as that term is defined in State regulations. The officials at HCD acknowledge that Eden Development has been active in the discussion of housing policy and pre-development activities in several communities, but per Section 8204.1(e), Eden Development has not "provided a housing-related service" that "has provided a benefit to a tenant or homeowner."

APPROVED: _____
Blair King, City Manager

Furthermore, HCD has determined that Eden Development cannot use the considerable service record of the parent organization, Eden Housing, as that exception is only allowed for newly formed affiliate organizations and Eden Development has been in existence for more than the one year that HCD uses as a guideline. Therefore, according to HCD officials, Eden Housing can only obtain State HOME funds this year if the City of Lodi - as the eligible State Recipient - applies for the funding with Eden Housing as the developer.

HCD officials cite past practices of for-profit developers using nonprofit organizations with no housing experience to access CHDO set-aside funding as the reason for why these regulations were created.

A Special Meeting is needed for action as the August 17 deadline for applications for State HOME Program funding is prior to the next Regular Meeting.

Eden Housing has completed all the prerequisite work for the application (Exhibit A) and simply needs to amend the Applicant information and include the City of Lodi and the City Council Resolution.

Based upon the maximum allowed HOME funding for this specific project in relation to the total project cost, Eden Housing has determined that we should request \$4 million in State HOME funds. However, it is a standard practice and recommended by HCD that the adopted Resolution provide for funding up to the maximum grant amount available, which in this case is \$4.5 million.

FISCAL IMPACT: Eden Housing, as the developer/joint-applicant on this funding application will assume responsibility for administering the funds in accordance with the Standard Agreement with the State and any subsequent Loan Agreement with the City of Lodi.

FUNDING AVAILABLE: HOME Program Funding through State Housing and Community Development

Konradt Bartlam
Community Development Director

KB/jw

Attachment



**STATE OF CALIFORNIA
UNIVERSAL APPLICATION FOR THE
DEVELOPMENT OF AFFORDABLE RENTAL HOUSING**



Date of this Application or Update:

17-Aug-09

UA Version 3/12/09

Tienda Drive Senior Housing

GENERAL INFORMATION**THIS APPLICATION REQUESTS FINANCING OR AN ALLOCATION FROM THE FOLLOWING:**

<input type="checkbox"/> CTCAC	<input checked="" type="checkbox"/> HCD	<input type="checkbox"/> CDLAC	<input type="checkbox"/> CalHFA																																																
Check all that apply: <input type="checkbox"/> Federal 9% Amount \$0 <input type="checkbox"/> Federal 4% Amount \$0 <input type="checkbox"/> State Credits Amount \$0 CTCAC Application Type: _____ If Reapplication, Previous CTCAC No.: _____ - _____ - _____ State Set-a-Side _____ Federal Minimum Set-a-Side _____ CTCAC Housing Type _____ DDA or Qualified Census Tract? _____ CTCAC Geographical Area _____ For CTCAC Use Only _____	HOME Funds HOME Activity Amount \$4,000,000 HOME Admin. Amount \$0 HOME Activity Delivery \$0 Name of HCD Funding _____ Amount _____ Name of HCD Funding _____ Amount _____ Name of HCD Funding _____ Amount _____ Name of HCD Funding _____ Amount _____	Tax-Exempt Bonds Allocation Amount \$0 Pool _____ Amount of Taxable Tail (if any) \$0 Amount of any prior CDLAC Allocations for this Project \$0 Prior Application # _____	Is tax-exempt financing needed for construction? If yes, amount needed \$0 Application Type: _____ Multifamily Financing Programs: <table border="1"> <thead> <tr> <th></th> <th>Amount</th> <th>Rate</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Predevelopment</td><td>\$0</td><td></td><td></td></tr> <tr><td>Acquisition</td><td>\$0</td><td></td><td></td></tr> <tr><td>Rehabilitation</td><td>\$0</td><td></td><td></td></tr> <tr><td>Construction</td><td>\$0</td><td></td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td><td></td></tr> <tr><td>Bridge Loan</td><td>\$0</td><td></td><td></td></tr> <tr><td>Second Mortgage</td><td>\$0</td><td></td><td></td></tr> <tr><td></td><td>\$0</td><td></td><td></td></tr> </tbody> </table> Special Needs? _____ MHSA Funds <table border="1"> <thead> <tr> <th></th> <th>Amount</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Predevelopment</td><td>\$0</td><td></td></tr> <tr><td>Construction</td><td>\$0</td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td></tr> </tbody> </table> Small County? _____ Operating Subsidy Required? _____ If yes, amount needed \$0		Amount	Rate	Term	Predevelopment	\$0			Acquisition	\$0			Rehabilitation	\$0			Construction	\$0			Permanent	\$0			Bridge Loan	\$0			Second Mortgage	\$0				\$0				Amount	Term	Predevelopment	\$0		Construction	\$0		Permanent	\$0	
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	Amount	Term																																																	
Predevelopment	\$0																																																		
Construction	\$0																																																		
Permanent	\$0																																																		

PROPOSED DEVELOPMENT

Proposed Name		Street Address or Location(s)		City	Zip Code	County
Tienda Drive Senior Housing		2245 Tienda Drive		Lodi	95242	San Joaquin
Development Type		Age Restrictions	Special Facility Type	Tenure Type	APN(s)	Census Tract(s)
New Rental Construction		Senior			027-410-04	43.03
Proposed # of Units	Project Site Area	Units per Acre	Multiple Parcels?			
80	3.39 Acres	23.5988 Per Acre	No			
Relocation Req'd.?	Commercial Space?	HOPE VI Project?	Federally "At Risk"?	"At-Risk" expiration date	Rental Subsidy?	HUD 811 Project?

APPLICANT (Update based on funding source -- see comment in first box)

Legal Name of Organization	Applicant Role
City of Lodi	Local Government HOME Applicant

LEGISLATIVE INFORMATION

Congressperson Name(s)	District #	State Senator Name(s)	District #	State Assembly Member Name(s)	District #
Jerry McNerney	11	Dave Cogdill	14	Bill Berryhill	26
		Lois Wolk	5	Joan Buchanan	15
				Alyson Huber	10

PROPOSED PROJECT DESCRIPTION
(Narrative used for Project Summary Reports)

Instruction: Describe, at minimum, the following topics:

1) Type of Development

The proposed project is 80 units of senior rental housing, new construction.

2) Topography and Special Site Features

The site is approximately 3.39 acres and is undeveloped. The property is flat with very little vegetation.

3) Surrounding Neighborhood

The surrounding area of the property is mostly retail to the north and residential to the north and east. Immediately adjacent to the east is a undeveloped swath of land with numerous trees. This piece of land is owned by the City of Lodi and will be developed into a passive use park. Eden Development, Inc. may assist with the design and development of this park. The park is scheduled to be developed in conjunction with the senior housing development.

4) Proposed Tenant Population and Any Special Occupancy Restrictions (inc. those tied to land use approvals)

The proposed tenant population is seniors, aged 62 and over.

5) Any On-Site Services

Eden Housing Resident Services, Inc., an affiliate of Eden Housing, Inc., will be the on-site services provider and will have a part-time services coordinator on site. Service Coordinators are responsible for identifying needs and preferences of the residents and referring residents to the full range of formal and informal resources available in the community. Service Coordinators are also responsible for identifying unmet needs of residents and working with the seniors and local community to find appropriate resources to develop and oversee on-site consumer-driven services.

6) Specific Issues (relocation, environmental, historical, etc.)

There will not be any relocation at this site. A Phase 1 Report was conducted on this property and the adjacent park site on June 18, 2009 that concluded there were no environmental concerns. Due to its site's long history of use for agricultural purposes, soil sampling was conducted to find the presence of any pesticides that included heavy metals and PCBs. Based on the data collected for this assessment, environmentally persistent pesticides are not present at the Property in quantities regulatory authorities would consider a health concern, and analyzed heavy metals are well within background concentrations.

7) Any Demolition

N/A

8) Scope of Rehabilitation Work

N/A

9) Expected Start and Completion Date of Construction/Rehabilitation

The expected start of construction is November of 2011 and expected end of construction is March of 2013.

10) Changes in Land Area during Development (e.g. subdivision)

N/A

11) Rent Subsidies

N/A

12) Whether Prevailing Wages will be paid.

Federal and State prevailing wages are expected to be paid.

CONTACT INFORMATION

(Please complete to the extent known)

Applicant		Applicant Contact	
Legal Name	City of Lodi	Organization	City of Lodi
Form of Entity	Public Agency	Contact Person	Joseph Wood
Senior Official	Blair King	Title	Community Improvement Manager
Street Address	221 W. Pine Street	Street Address	221 W. Pine Street
City	Lodi	City	Lodi
State	CA	State	CA
Zip Code	95240	Zip Code	95240
Phone No.	(209) 333-6711	Phone No.	(209) 333-6711
Fax No.	(209) 333-6842	Fax No.	(209) 333-6842
Email Address	bking@lodi.gov	Email Address	jwood@lodi.gov
Owner (Borrowing Entity)		Owner Partner or Member #1	
Legal Name	TBD	Legal Name	Eden Development, Inc.
Form of Entity	Yet to be formed L.P.	Form of Entity	Non-profit Corporation
Contact Person	Faye Blackman	Role	Managing General Partner of Owner
Street Address	22645 Grand Street	Contact Person	Faye Blackman
City	Hayward	Street Address	22645 Grand Street
State	CA	City	Hayward
Zip Code	94541	State	CA
Phone No.	(510) 582-1460	Zip Code	94541
Fax No.	(510) 582-0122	Phone No.	(510) 582-1460
Email Address	fblackman@edenhousing.org	Fax No.	(510) 582-0122
Owner Partner or Member #2		Owner Partner or Member #3	
Legal Name	N/A	Legal Name	N/A
Form of Entity		Form of Entity	
Role		Role	
Contact Person		Contact Person	
Street Address		Street Address	
City		City	
State		State	
Zip Code		Zip Code	
Phone No.		Phone No.	
Fax No.		Fax No.	
Email Address		Email Address	
Sponsor / Developer #1		Sponsor / Developer #2	
Legal Name	Eden Development, Inc.	Legal Name	N/A
Form of Entity	Non-profit Corporation	Form of Entity	
Contact Person	Linda Mandolini	Contact Person	
City		City	
Street Address	22645 Grand Street	Street Address	
City	Hayward	City	
State	CA	State	
Zip Code	94544	Zip Code	
Phone No.	(510) 582-1460	Phone No.	
Fax No.	(510) 582-0122	Fax No.	
Email Address	lmandolini@edenhousing.org	Email Address	
Turnkey Developer		Applicant Notes	
Legal Name	N/A		
Form of Entity			
Partner Role			
% of Ownership			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

CONTACT INFORMATION*(Please complete to the extent known)***Property Management Agent**

Legal Name	Eden Housing Management, Inc.
Contact Person	Jan Peters
Street Address	22645 Grand Street
City	Hayward
State	CA
Zip Code	94541
Phone No.	(510) 582-1460
Fax No.	(510) 582-0122
Email Address	jpeters@edenhousing.org

Financial Consultant

Legal Name	Community Economics, Inc.
Contact Person	Alice Talcott
Street Address	538 9th Street, Suite 200
City	Oakland
State	CA
Zip Code	94607
Phone No.	(510) 832-8300
Fax No.	(510) 832-2227
Email Address	Alice@communityeconomics.org

Primary Service Provider

Legal Name	Eden Housing Resident Services, Inc.
Services Provided	Service Coordination,
Contact Person	Jennifer Reed
Street Address	22645 Grand Street
City	Hayward
State	CA
Zip Code	94544
Phone No.	(510) 582-1460
Fax No.	(510) 582-0122
Email Address	jreed@edenhousing.org

Borrower Legal Counsel

Legal Name	Jorgenson, Siegel, McClure & Flegel, LLP
Type of Counsel	Real Estate
Contact Person	Mindie Romanowsky
Street Address	1100 Alma Street, Suite 210
City	Menlo Park
State	CA
Zip Code	94025
Phone No.	(650) 324-9300
Fax No.	(650) 324-0227
Email Address	msr@jsmf.com

Bond Counsel

Firm Name	TBD
Attorney Contact	
Street Address	
City	
State	
Zip Code	
Phone No.	
Fax No.	
Email Address	

Bond Underwriter

Firm Name	TBD
Agent Name	
Street Address	
City	
State	
Zip Code	
Phone No.	
Fax No.	
Email Address	

Private Placement Agent (if applicable)

Firm Name	TBD
Agent Name	
Street Address	
City	
State	
Zip Code	
Phone No.	
Fax No.	
Email Address	

Private Placement Purchaser (if applicable)

Firm Name	TBD
Agent Name	
Street Address	
City	
State	
Zip Code	
Phone No.	
Fax No.	
Email Address	

Credit Enhancement Provider (if applicable)

Firm Name	N/A
Agent Name	
Street Address	
City	
State	
Zip Code	
Phone No.	
Fax No.	
Email Address	

Tax Credit Equity Investor

Legal Name	TBD
Contact Person	
Street Address	
City	
State	
Zip Code	
Phone No.	
Fax No.	
Email Address	

General Contractor

Legal Name	TBD
Contact Person	
Street Address	
City	
State	
Zip Code	
Phone No.	
Fax No.	
Email Address	

Architect

Legal Name	Pyatok Architects
Contact Person	Peter Waller
Street Address	1611 Telegraph Avenue, Suite 200
City	Oakland
State	CA
Zip Code	94612
Phone No.	(510) 465-7010
Fax No.	(510) 465-8575
Email Address	pwaller@pyatok.com

CONTACT INFORMATION*(Please complete to the extent known)***Development Funding Source**

Type	<input type="checkbox"/> Construction <input type="checkbox"/> Permanent <input checked="" type="checkbox"/> Other
Legal Name	City of Lodi
Contact Person	Joseph Wood
Street Address	221 W. Pine Street
City	Lodi
State	CA
Zip Code	95240
Phone No.	(209) 333-6711
Fax No.	(209) 333-6842
Email Address	jwood@lodi.gov

Development Funding Source

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Development Funding Source

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Fax No.	
Email Address	

CONTACT INFORMATION*(Please complete to the extent known)***Development Funding Source**

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Contact Person			
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Development Funding Source

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Legal Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Development Funding Source

Type	<input type="checkbox"/> Construction	<input type="checkbox"/> Permanent	<input type="checkbox"/> Other
Legal Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Rent / Operating Subsidy Source

Program Name			
Source Name			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Other

Legal Name			
Role			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Other

Legal Name			
Role			
Contact Person			
Street Address			
City			
State			
Zip Code			
Phone No.			
Fax No.			
Email Address			

Applicant Notes

UA Version 3/12/09

The City of Lodi is the only funding source that has been committed to date.

Site address or location:	2245 Tienda Drive, Lodi, CA 95242
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Current Owner	Current Owner Address
City of Lodi	221 W. Pine Street, Lodi, CA 95240

Below, describe property transfers occurring in connection with development of the Project

Demolition Planned?	or Done?	Rent Control?	Access Road Maintenance	Applicant Notes
No	No	No	Public	

<input type="checkbox"/> Poor drainage	<input type="checkbox"/> Grade 5-10%	Describe adjoining land uses within 300 feet of the Project
<input type="checkbox"/> Erosion problems	<input type="checkbox"/> Grade over 10%	
<input type="checkbox"/> Unstable soil	<input type="checkbox"/> Airport within 2 miles	West Neighborhood shopping center with anchor tenants including Target and Safeway (Lodi Center) and vacant privately owned land.
<input type="checkbox"/> Retaining wall	<input type="checkbox"/> Possible high noise levels	East Immediately adjacent is a 4.3 acre vacant piece of land owned by the City, designated to be improved as a passive use park. Beyond that, to the east, are single family residences .
<input type="checkbox"/> Possible lead paint	<input type="checkbox"/> Abandoned well(s)	North Single family residences.
<input type="checkbox"/> Possible asbestos	<input type="checkbox"/> Railroad tracks within 100 yards	South A small private school to the south and Crossroads Heartland Church to the southeast.
<input type="checkbox"/> Wetlands area	<input type="checkbox"/> Unusual ingress/egress	Unique Site Features N/A
<input type="checkbox"/> On-site stream/creek	<input type="checkbox"/> Ground water contamination	
<input type="checkbox"/> 100-yr. flood plain	<input type="checkbox"/> High water table	
<input type="checkbox"/> Possible soil pollution	<input type="checkbox"/> Underground storage tanks	

	Beds	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 Bdrm	Units	Bedrooms	Buildings	Mgr. Units	Parking Spaces
EXISTING								0	0			
PROPOSED			79	1				80	81	2	1	62

<i>Unit Size</i>	<i>Baths</i>	<i>Layout</i>	<i>Ave. Sq. Ft.</i>	<i>No. of Units</i>
1 Bdrm.	1	Flat	600	79
2 Bdrm.	1	Flat	950	1
Total Units				80

The type of site control we are demonstrating is an Exclusive Right to Negotiate between Eden Development, Inc. and the City of Lodi.

Unit Amenities/Features		Project Amenities		Security & Other Charges		Other On-Site Services	
<input checked="" type="checkbox"/> Air Conditioning	<input checked="" type="checkbox"/> Ceiling Fans	<input checked="" type="checkbox"/> Elevator(s)	2	<input type="checkbox"/> Gated Site Entry	<p>Describe any mandatory charges to tenants beyond allowable rents.</p>	<p>Services programming will be administered by an on-site, part-time social services coordinator. Services offered at the site will include classes (ie. wellness, financial, ESL), wellness clinics, peer support groups, a resource notebook, monthly newsletter, and community-based events (potlucks, cultural events, arts & crafts). The service coordinator will also collaborate with local organizations that exist in the area to provide services to our residents.</p>	
<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Curtains/Blinds	<input checked="" type="checkbox"/> Laundry Rms.	2	<input checked="" type="checkbox"/> Bldg. Card Key			
<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Fireplace		8	<input type="checkbox"/> Security Patrol			
<input type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Emergency Call		8				
<input checked="" type="checkbox"/> Disposal	<input type="checkbox"/> Free Cable TV	<input checked="" type="checkbox"/> Community Room					
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Lofts	<input checked="" type="checkbox"/> Community Kitchen					
<input type="checkbox"/> Walk-In Closet	<input checked="" type="checkbox"/> Storage Area	<input checked="" type="checkbox"/> Computer Room					
<input type="checkbox"/> Fenced Rear Yard	<input type="checkbox"/> Balcony	<input type="checkbox"/> High Speed Internet					
<input type="checkbox"/>	<input checked="" type="checkbox"/> Patio	<input type="checkbox"/> Fitness Room					
<input type="checkbox"/>		<input type="checkbox"/> Picnic/BBQ Area(s)					
<input type="checkbox"/> Laundry Hookups or Appliances in Units		<input type="checkbox"/> Tot Lot or Playground					
<input checked="" type="checkbox"/> Resident gardens		<input type="checkbox"/> Sports Court					
		<input type="checkbox"/> Tennis Court					
		<input type="checkbox"/> Pool					
		<input type="checkbox"/> Jacuzzi/Sauna					

MISCELLANEOUS INFORMATION

RESIDENTIAL SPACE

Residential Square Footage

Residential Units	48,200
Community Room	1,000
Leasing Office	550
Additional Storage Space	1,250
Subtotal	51,000
Maintenance Shop	250
Childcare Center	
Service Area	
Service Office	1,030
Other Toilets	750
Total Residential SF	53,030

RESIDENTIAL PARKING

Free Residential Parking Spaces

Uncovered Tenant Parking	58
Covered Tenant Parking	
Enclosed Tenant Parking	
Tenant Guest Spaces	4
Subtotal Parking Spaces	62

Extra Spaces Tenants Can Rent

Uncovered Parking	
Covered Parking	
Enclosed Parking	
Grand Total Parking Spaces	62

Total Handicap Parking Spaces **6**
(included in totals above)

COMMERCIAL SPACE

Commercial Square Footage

Commercial Area	
Offices	
Childcare Center	
Storage Space	
Other	
Total Commercial SF	0

Parking Spaces for Commercial Tenants

Uncovered	
Covered Spaces	
Total Spaces	0

Describe other available parking for commercial patrons.

INCOME FROM SOURCES OTHER THAN RESIDENTIAL RENTS AND SUBSIDIES

Laundry

No. of Units Using Central Laundry	80
Weekly Assumed Income Per Unit	\$1.62
Annual Total Laundry Income	\$6,739

Residential Parking

Tenant Rental Spaces	0
Monthly Income Per Space	\$0
Annual Residential Parking Income	\$0

Commercial Parking

Number of Rental Spaces	0
Monthly Income Per Space	
Annual Commercial Parking Income	\$0

Other Leased Spaces

Residential	Lease Terms	Sq. Feet	Rent/SF/Mo.	Annual Gross
				\$0
				\$0
				\$0
				\$0
Commercial				
				\$0
				\$0
				\$0
				\$0
Total Income from Other Leased Spaces				\$0

MONTHLY UTILITY ALLOWANCE

Utilities	Type of Utility (Gas, Electric, etc.)	Does the owner or tenant pay utilities?	Enter Allowances for Tenant Paid Utilities by Bdrm. Size					
			0 bdrm	1 bdrm	2 bdrms	3 bdrms	4 bdrms	≥5 bdrms
Heating	Gas	Tenant	\$0	\$14	\$16	\$0	\$0	\$0
Cooking	Electric	Tenant	\$0	\$11	\$13	\$0	\$0	\$0
Other Electric	Electric	Tenant	\$0	\$25	\$30	\$0	\$0	\$0
Air Conditioning	Electric	Tenant	\$0	\$7	\$8	\$0	\$0	\$0
Water Heating	Gas	Tenant	\$0	\$12	\$15	\$0	\$0	\$0
Water	Public	Owner	\$0	\$0	\$0	\$0	\$0	\$0
Sewer	Public	Owner	\$0	\$0	\$0	\$0	\$0	\$0
Trash	Public	Owner	\$0	\$0	\$0	\$0	\$0	\$0
Other			\$0	\$0	\$0	\$0	\$0	\$0
Total Tenant Utility Allowance			\$0	\$69	\$82	\$0	\$0	\$0

Source for Utility Allowances

<input checked="" type="checkbox"/> Local PHA	Name	San Joaquin Housing Authority	Effective Date	10/1/2005
<input type="checkbox"/> HUD	<input type="checkbox"/> USDA RD	<input type="checkbox"/> Utility Company (Actual Survey)	<input type="checkbox"/> Other	

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Applicant Notes

RENTS & UNIT MIX INFORMATIONEnter Tax Credit 50% **Income** Limits for County of :

San Joaquin

HUD Notice Date:

Household Size:

Income Limit:

1	2	3	4	5	6	7	8
\$22,250	\$25,450	\$28,600	\$31,800	\$34,350	\$36,900	\$39,450	\$42,000

CTCAC, CDLAC, MHP and CalHFA rent limits are calculated based on the above income limits, and are automatically shown below. If the most restrictive rent limits applicable to some units are required by another program, such as HOME or USDA Rural Development, [click here](#) to enter these limits. (Or scroll to bottom of worksheet)

Show rent limits set by the most restrictive regulatory agency.

Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	No. of Units	Maximum Gross Rent	Less Utility Allowance	Maximum Net Rent	Proposed Net Rent	Monthly Income at Proposed Rents	Monthly Income at Maximum Rents
50%	TCAC	Beds							
Rows 19-25 enter <u>Restricted Manager unit(s) only</u>; unrestricted Manager's unit(s) use rows 119-121.		0 Bdrm.	0				\$0		
		1 Bdrm.	79	\$596	(\$69)	\$527	\$169	\$13,351	\$41,633
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
% of Restricted Units in this category 100%									
			79	Subtotal				\$13,351	\$41,633
		Beds							
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds							
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds							
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0
		Beds							
% of Restricted Units in this category 0%		0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
			0	Subtotal				\$0	\$0

Tienda Drive Senior Housing									
RENTS & UNIT MIX INFORMATION									
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	No. of Units	Maximum Gross Rent	Less Utility Allowance	Maximum Net Rent	Proposed Net Rent	Monthly Income at Proposed Rents	Monthly Income at Maximum Rents
		Beds							
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0	\$0	
		Beds							
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0	\$0	
		Beds							
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0	\$0	
		Beds							
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0	\$0	
		Beds							
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0	\$0	
		Beds							
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0	\$0	
		Beds							
% of Restricted Units in this category	0%	0 Bdrm.	0				\$0		
		1 Bdrm.	0				\$0		
		2 Bdrm.	0				\$0		
		3 Bdrm.	0				\$0		
		4 Bdrm.	0				\$0		
		5 Bdrm.	0				\$0		
0			Subtotal				\$0	\$0	
79			Monthly Rental Income from Restricted Units				\$13,351	\$41,633	

RENTS & UNIT MIX INFORMATION

Unrestricted Units		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
		0				\$0	\$0	
Manager Unit	2 Bdrm.	1				\$0	\$0	
Manager Unit		0				\$0	\$0	
Manager Unit		0				\$0	\$0	
		1					Subtotal	\$0

Other Rent Limits

Enter below any **rent** limits that are both the most restrictive and that are required by sources other than tax credits, bonds, or MHP (e.g., HOME or USDA Rural Development). Describe the limits in the box to the right.
After you are done, complete the table above.

Gross Rent Limits							Description of Other Rent Limits
Income Level	Unit Size (Bdrms)						
	0	1	2	3	4	5	
65%	\$0	\$0	\$0	\$0	\$0	\$0	
60%	\$0	\$0	\$0	\$0	\$0	\$0	
55%	\$0	\$0	\$0	\$0	\$0	\$0	
50%	\$0	\$0	\$0	\$0	\$0	\$0	
45%	\$0	\$0	\$0	\$0	\$0	\$0	
40%	\$0	\$0	\$0	\$0	\$0	\$0	
35%	\$0	\$0	\$0	\$0	\$0	\$0	
30%	\$0	\$0	\$0	\$0	\$0	\$0	
25%	\$0	\$0	\$0	\$0	\$0	\$0	
20%	\$0	\$0	\$0	\$0	\$0	\$0	
15%	\$0	\$0	\$0	\$0	\$0	\$0	

Restricted Units by Income and Unit Size

Restricted Units by Income Level		
Income Level	No.	% of Restricted Units
65%	0	0%
60%	0	0%
55%	0	0%
50%	79	100%
45%	0	0%
40%	0	0%
35%	0	0%
30%	0	0%
25%	0	0%
20%	0	0%
15%	0	0%
Total:	79	100%

Restricted Units by Unit Size		
Unit Size	Units	% of Restricted Units
Beds	0	0%
0 Bdrm.	0	0%
1 Bdrm.	79	100%
2 Bdrm.	0	0%
3 Bdrm.	0	0%
4 Bdrm.	0	0%
5 Bdrm.	0	0%
Total:	79	100%

SUBSIDY INFORMATION**Incremental Income from Rent/Operating Subsidies Based on Contract Rents**

The top part of this section estimates incremental income from rent subsidy contracts, such as Section 8, above and beyond either 1) maximum restricted rents or 2) proposed rents. Complete this part only if the Project will have a rent subsidy based on contract rents.

List all Project-based or sponsor-based rent/operating subsidies in the bottom portion of this section, under the "Rent/Operating Subsidy Programs" heading.

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Subsidy payment over net rent based on: ☒ Restricted Rents ☐ Proposed Rents

		Incremental Income from Rent/Operating Subsidy					Incremental Income from Rent/Operating Subsidy			
		Subsidy Program Name: HUD PRAC					Subsidy Program Name:			
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income
50%	TCAC	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$728	\$201	79	\$15,879	\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	
0%	0.0	Beds	\$0		0		\$0		0	
		0 Bdrm.	\$0		0		\$0		0	
		1 Bdrm.	\$0		0		\$0		0	
		2 Bdrm.	\$0		0		\$0		0	
		3 Bdrm.	\$0		0		\$0		0	
		4 Bdrm.	\$0		0		\$0		0	
		5 Bdrm.	\$0		0		\$0		0	

SUBSIDY INFORMATION

			Incremental Income from Rent/Operating Subsidy			
			Subsidy Program Name:		HUD PRAC	
Income Limit (% AMI)	Rent Limit Calc. Formula	Unit Size	Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income
0%	0.0	Beds	\$0		0	
		0 Bdrm.	\$0		0	
		1 Bdrm.	\$0		0	
		2 Bdrm.	\$0		0	
		3 Bdrm.	\$0		0	
		4 Bdrm.	\$0		0	
		5 Bdrm.	\$0		0	
0%	0.0	Beds	\$0		0	
		0 Bdrm.	\$0		0	
		1 Bdrm.	\$0		0	
		2 Bdrm.	\$0		0	
		3 Bdrm.	\$0		0	
		4 Bdrm.	\$0		0	
		5 Bdrm.	\$0		0	
0%	0.0	Beds	\$0		0	
		0 Bdrm.	\$0		0	
		1 Bdrm.	\$0		0	
		2 Bdrm.	\$0		0	
		3 Bdrm.	\$0		0	
		4 Bdrm.	\$0		0	
		5 Bdrm.	\$0		0	
0%	0.0	Beds	\$0		0	
		0 Bdrm.	\$0		0	
		1 Bdrm.	\$0		0	
		2 Bdrm.	\$0		0	
		3 Bdrm.	\$0		0	
		4 Bdrm.	\$0		0	
		5 Bdrm.	\$0		0	
0%	0.0	Beds	\$0		0	
		0 Bdrm.	\$0		0	
		1 Bdrm.	\$0		0	
		2 Bdrm.	\$0		0	
		3 Bdrm.	\$0		0	
		4 Bdrm.	\$0		0	
		5 Bdrm.	\$0		0	
0%	0.0	Beds	\$0		0	
		0 Bdrm.	\$0		0	
		1 Bdrm.	\$0		0	
		2 Bdrm.	\$0		0	
		3 Bdrm.	\$0		0	
		4 Bdrm.	\$0		0	
		5 Bdrm.	\$0		0	
0%	0.0	Beds	\$0		0	
		0 Bdrm.	\$0		0	
		1 Bdrm.	\$0		0	
		2 Bdrm.	\$0		0	
		3 Bdrm.	\$0		0	
		4 Bdrm.	\$0		0	
		5 Bdrm.	\$0		0	
Total Units Subsidized			79			
Total Monthly Subsidy					\$15,879	

Incremental Income from Rent/Operating Subsidy			
Subsidy Program Name:		0	
Gross Monthly Contract Rent	Subsidy Payment Over Net Rent	Units Subsidized	Total Monthly Extra Income
\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
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\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
\$0		0	
Total Units Subsidized		0	
Total Monthly Subsidy		\$0	

SUBSIDY INFORMATION**Rent/Operating Subsidy Programs**

Subsidy Program Name:	HUD Section 202			
Subsidy Program Component:	PRAC			
Subsidy Currently in Place?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Application Submitted or To be Submitted:	2009 (When HUD NOFA is released)			
Date Award Expected:	3/1/2010			
Contract Term (Years):	5 years			
Expected 1st Year Amount, if not based on contract rents:	Based on contract rents			
Basis for Subsequent Amounts, if not based on contract rents:	Based on contract rents			

Continuum of Care Process

If one or more of the subsidy programs listed above is part of your local Continuum of Care process (i.e., Shelter Plus Care, Supportive Housing Program, Section 8 Mod Rehab SRO, etc.), please complete the following:

- Has your community completed its Continuum of Care ranking process? ☐ Yes ☐ No
- If you answered yes to question number one, is your Project ranked within the fundable range? ☐ Yes ☐ No
- If you answered no to question number one, when will your community complete its Continuum of Care ranking process?

Applicant Notes

SOURCES OF DEVELOPMENT FUNDS

CONSTRUCTION PERIOD SOURCES OF FUNDS

Committed?	Source Name (listed in order of lien priority)	Lien No.	Amount	Interest Rate	Required Payment	Loan Term (months)	Tax Exempt Amount	Residential Amount	Commercial Amount
No	Tax-Exempt Construction Loan	1	\$8,001,976	5.50%	Interest Only	21	\$8,001,976	\$8,001,976	\$0
No	State HOME Investment Program	2	\$4,000,000	3.00%	Deferred	21		\$4,000,000	\$0
Yes	City of Lodi Urban County HOME/CDBG	3	\$1,174,762	3.00%	Deferred	21		\$1,174,762	\$0
No	FHLB - Affordable Housing Program	4	\$790,000		None			\$790,000	\$0
	Costs Deferred Until Perm Conversion	N/A	\$2,327,225		None			\$2,327,225	\$0
	Equity Investor	TBD	\$1,149,249					\$1,149,249	\$0
		TOTALS	\$17,443,212				\$8,001,976	\$17,443,212	\$0

PERMANENT SOURCES OF FUNDS

Committed?	Source Name (listed in order of lien priority)		Lien No.	Amount	Interest Rate		Amortization Period (yrs.)	Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service	Tax Exempt Amount	Residential Amount	Commerical Amount
					Rate	Type		Type	Due in (yrs)					
No	HUD Section 202		1	\$5,911,116				None					\$5,911,116	\$0
No	State HOME Investment Program		2	\$4,000,000	3.00%	Fixed for Term		DEF	55				\$4,000,000	\$0
Yes	City of Lodi Urban County HOME/CDBG		3	\$1,174,762	3.00%	Fixed for Term		DEF	55				\$1,174,762	\$0
No	FHLB - Affordable Housing Program		4	\$790,000				None					\$790,000	\$0
No	General Partner Capital Contrib.		N/A	\$970,337				None					\$970,337	\$0
No	Equity Investor	TBD		\$4,596,997									\$4,596,997	
		TOTALS		\$17,443,212						\$0	\$0	\$0	\$17,443,212	\$0

Applicant Comments

UA Version 3/12/09

DEVELOPMENT BUDGET

	Total Cost	Residential			Eligible Basis Costs		Commercial	Applicant Comment
		Total	Per Unit	Per Sq. Ft.	70%	30%	Total	
ACQUISITION								
Lesser of Land Cost or Value	\$630,000	\$630,000	\$7,875	\$11.88	XXXXXXXXXX	XXXXXXXXXX		
Demolition		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Legal & Closing Costs	\$15,000	\$15,000	\$188	\$0.28	XXXXXXXXXX	XXXXXXXXXX		
Verifiable Carrying Costs		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Subtotal	\$645,000	\$645,000	\$8,063	\$12.16	XXXXXXXXXX	XXXXXXXXXX	\$0	
Existing Improvements Cost		\$0	\$0	\$0.00	XXXXXXXXXX	\$0		
Other: Site Maintenance	\$5,000	\$5,000	\$63	\$0.09	XXXXXXXXXX	\$5,000		
Total Acquisition	\$650,000	\$650,000	\$8,125	\$12.26	\$0	\$5,000	\$0	
REHABILITATION								
Off-Site Improvements		\$0	\$0	\$0.00	XXXXXXXXXX	\$0		
Environmental Remediation		\$0	\$0	\$0.00	\$0	\$0		
Site Work		\$0	\$0	\$0.00	\$0	\$0		
Structures		\$0	\$0	\$0.00	\$0	\$0		
General Requirements		\$0	\$0	\$0.00	\$0	\$0		
Contractor Overhead		\$0	\$0	\$0.00	\$0	\$0		
Contractor Profit		\$0	\$0	\$0.00	\$0	\$0		
General Liability Insurance		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Rehabilitation Costs	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0	
RELOCATION								
Temporary Relocation		\$0	\$0	\$0.00	\$0	\$0		
Permanent Relocation		\$0	\$0	\$0.00	\$0	\$0		
Total Relocation	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0	
NEW CONSTRUCTION								
Off-Site Improvements		\$0	\$0	\$0.00	XXXXXXXXXX	\$0		
Environmental Remediation	\$0	\$0	\$0	\$0.00	\$0	\$0		
Site Work (hard costs)	\$1,301,837	\$1,301,837	\$16,273	\$24.55	\$1,301,837	\$1,301,837		
Structures (hard costs)	\$5,568,150	\$5,568,150	\$69,602	\$105.00	\$5,568,150	\$5,568,150		
General Requirements	\$547,881	\$547,881	\$6,849	\$10.33	\$547,881	\$547,881		
Contractor Overhead	\$186,744	\$186,744	\$2,334	\$3.52	\$186,744	\$186,744		
Contractor Profit	\$224,093	\$224,093	\$2,801	\$4.23	\$224,093	\$224,093		
General Liability Insurance	\$51,884	\$51,884	\$649	\$0.98	\$51,884	\$51,884		
Other: Pricing and Design Contingency	\$1,216,936	\$1,216,936	\$15,212	\$22.95	\$1,216,936	\$1,216,936		\$1,010,836 - owner cont, \$206,100 - GC cont
Total New Construction	\$9,097,525	\$9,097,525	\$113,719	\$171.55	\$9,097,525	\$9,097,525	\$0	
ARCHITECTURAL								
Design	\$770,000	\$770,000	\$9,625	\$14.52	\$770,000	\$770,000		
Supervision		\$0	\$0	\$0.00	\$0	\$0		
Total Architectural Costs	\$770,000	\$770,000	\$9,625	\$14.52	\$770,000	\$770,000	\$0	

DEVELOPMENT BUDGET

	Total Cost	Residential			Eligible Basis Costs		Commercial	Applicant Comment
		Total	Per Unit	Per Sq. Ft.	70%	30%	Total	
SURVEY & ENGINEERING								
Engineering	\$61,300	\$61,300	\$766	\$1.16	\$61,300	\$61,300		
ALTA Land Survey	\$5,000	\$5,000	\$63	\$0.09	\$5,000	\$5,000		
Total Survey & Engineering	\$66,300	\$66,300	\$829	\$1.25	\$66,300	\$66,300	\$0	
CONTINGENCY COSTS								
Hard Cost Contingency	\$458,876	\$458,876	\$5,736	\$8.65	\$458,876	\$458,876		
Soft Cost Contingency	\$102,227	\$102,227	\$1,278	\$1.93	\$102,227	\$102,227		
Total Contingency Costs	\$561,103	\$561,103	\$7,014	\$10.58	\$561,103	\$561,103	\$0	
CONSTRUCTION PERIOD EXPENSES								
Construction Loan Interest	\$531,798	\$531,798	\$6,647	\$10.03	\$531,798	\$531,798		
Origination Fee	\$40,010	\$40,010	\$500	\$0.75	\$40,010	\$40,010		
Credit Enhancement & App. Fee		\$0	\$0	\$0.00	\$0	\$0		
Owner Paid Bonds/Insurance		\$0	\$0	\$0.00	\$0	\$0		
Lender Inspection Fees	\$40,000	\$40,000	\$500	\$0.75	\$40,000	\$40,000		
Taxes During Construction	\$7,056	\$7,056	\$88	\$0.13	\$7,056	\$7,056		
Prevailing Wage Monitor	\$15,000	\$15,000	\$188	\$0.28	\$15,000	\$15,000		
Insurance During Construction	\$118,134	\$118,134	\$1,477	\$2.23	\$118,134	\$118,134		
Title and Recording Fees	\$30,000	\$30,000	\$375	\$0.57	\$30,000	\$30,000		
Construction Mgmt. & Testing	\$100,000	\$100,000	\$1,250	\$1.89	\$100,000	\$100,000		
Predevelopment Interest Exp.	\$65,957	\$65,957	\$824	\$1.24	\$65,957	\$65,957		
Other:		\$0	\$0	\$0.00	\$0	\$0		
Other:		\$0	\$0	\$0.00	\$0	\$0		
Total Construction Expenses	\$947,955	\$947,955	\$11,849	\$17.88	\$947,955	\$947,955	\$0	
PERMANENT FINANCING EXPENSES								
Loan Origination Fee(s)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Credit Enhancement & App. Fee		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Title and Recording	\$15,000	\$15,000	\$188	\$0.28	XXXXXXXXXX	XXXXXXXXXX		
Property Taxes		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Insurance		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Other: (specify)		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Total Permanent Financing	\$15,000	\$15,000	\$188	\$0.28	\$0	\$0	\$0	
LEGAL FEES								
Construction Lender Legal Expenses	\$30,000	\$30,000	\$375	\$0.57	\$30,000	\$30,000		
Permanent Lender Legal Fees	\$25,000	\$25,000	\$313	\$0.47	\$25,000	\$25,000		
Sponsor Legal Fees		\$0	\$0	\$0.00	\$0	\$0		
Organizational Legal Fees	\$6,000	\$6,000	\$75	\$0.11	\$6,000	\$6,000		
Syndication Legal Fees	\$40,000	\$40,000	\$500	\$0.75	XXXXXXXXXX	XXXXXXXXXX		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Legal Fees	\$101,000	\$101,000	\$1,263	\$1.90	\$61,000	\$61,000	\$0	
CAPITALIZED RESERVES								
Operating Reserve	\$93,794	\$93,794	\$1,172	\$1.77	XXXXXXXXXX	XXXXXXXXXX		
Replacement Reserve	\$38,079	\$38,079	\$476	\$0.72	XXXXXXXXXX	XXXXXXXXXX		
Rent-Up Reserve		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Transition Reserve		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Other: Initial Services Reserve	\$100,000	\$100,000	\$1,250	\$1.89	XXXXXXXXXX	XXXXXXXXXX		
Other: Investor Services Fee Reserve	\$41,783	\$41,783	\$522	\$0.79	XXXXXXXXXX	XXXXXXXXXX		
Total Capitalized Reserves	\$273,656	\$273,656	\$3,421	\$5.16	\$0	\$0	\$0	

DEVELOPMENT BUDGET

	Total Cost	Residential			Eligible Basis Costs		Commercial	Applicant Comment
		Total	Per Unit	Per Sq. Ft.	70%	30%	Total	
REPORTS & STUDIES								
Appraisal(s)	\$3,500	\$3,500	\$44	\$0.07	\$3,500	\$3,500		
Market Study	\$9,500	\$9,500	\$119	\$0.18	\$9,500	\$9,500		
Physical Needs Assessment		\$0	\$0	\$0.00	\$0	\$0		
Environmental Studies	\$20,000	\$20,000	\$250	\$0.38	\$20,000	\$20,000		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Reports & Studies	\$33,000	\$33,000	\$413	\$0.62	\$33,000	\$33,000	\$0	
OTHER								
CTCAC App./Alloc./Monitor Fees	\$40,773	\$40,773	\$510	\$0.77	XXXXXXXXXX	XXXXXXXXXX		
CDLAC Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Local Permit Fees	\$369,532	\$369,532	\$4,619	\$6.97	\$369,532	\$369,532		
Local Development Impact Fees	\$1,804,238	\$1,804,238	\$22,553	\$34.02	\$1,804,238	\$1,804,238		
Other Costs of Bond Issuance	\$164,009	\$164,009	\$2,050	\$3.09	\$164,009	\$164,009		
Syndicator / Investor Fees & Expenses	\$45,000	\$45,000	\$563	\$0.85	XXXXXXXXXX	XXXXXXXXXX		
Furnishings	\$80,000	\$80,000	\$1,000	\$1.51	\$80,000	\$80,000		
Final Cost Audit Expense	\$20,000	\$20,000	\$250	\$0.38	\$20,000	\$20,000		
Marketing	\$80,000	\$80,000	\$1,000	\$1.51	XXXXXXXXXX	XXXXXXXXXX		
Financial Consulting		\$0	\$0	\$0.00	\$0	\$0		
Other: Partnership Mgmt Fee Reserve	\$298,448	\$298,448	\$3,731	\$5.63	\$298,448	\$298,448		
Other: HUD Minimum Cap. Investment	\$10,000	\$10,000	\$125	\$0.19	\$10,000	\$10,000		HUD 202 Requirement
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Other: (specify)		\$0	\$0	\$0.00	\$0	\$0		
Total Other Costs	\$2,912,000	\$2,912,000	\$36,400	\$54.91	\$2,746,227	\$2,746,227	\$0	
SUBTOTAL	\$15,427,539	\$15,427,539	\$192,844	\$290.92	\$14,283,110	\$14,288,110	\$0	
DEVELOPER COSTS								
Developer Fee/Overhead/Profit		\$0	\$0	\$0.00	\$0	\$0		
Consultant/Processing Agent		\$0	\$0	\$0.00	\$0	\$0		
Project Administration	\$1,940,674	\$1,940,674	\$24,258	\$36.60	\$1,940,674	\$1,940,674		
Syndicator Consultant Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Guarantee Fees		\$0	\$0	\$0.00	XXXXXXXXXX	XXXXXXXXXX		
Broker Fees Paid to Related Party		\$0	\$0	\$0.00	\$0	\$0		
Construction Oversight & Mgmt.	\$75,000	\$75,000	\$938	\$1.41	\$75,000	\$75,000		
Other:		\$0	\$0	\$0.00	\$0	\$0		
Other:		\$0	\$0	\$0.00	\$0	\$0		
Total Developer Costs	\$2,015,674	\$2,015,674	\$25,196	\$38.01	\$2,015,674	\$2,015,674	\$0	
TOTAL DEVELOPMENT COST	\$17,443,213	\$17,443,213	\$218,040	\$328.93	\$16,298,784	\$16,303,784	\$0	

Bridge Loan Expense During Construction
Less Total Ineligible Financing Amounts

ELIGIBLE BASIS \$16,298,784 \$16,303,784

CTCAC Total Project Costs **\$17,358,213**

(Excludes Syndication Legal Fees and Syndicator / Investor Fees and Expenses)

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Additional Applicant Comments on Development Budget

If the Project includes commercial space, include a detailed explanation here of the method(s) used to allocate costs between commercial and residential use. E.g. "Line items allocated based on floor area are indicated by a 1 in the applicant comment box, line items allocated based on construction cost are indicated by a 2, and line items for which no allocation is necessary are indicated by a 3."

Tienda Drive Senior Housing															
Permanent Sources & Uses															
			Residential Permanent Sources of Funds										Commercial Sources		Residential Cost Difference Dev Budget vs. Sources
USES OF FUNDS	Total Costs (Residential & Commercial)	Total Residential Cost from Dev Budget	HUD Section 202	State HOME Investment Program	City of Lodi Urban County HOME/CDBG	FHLB - Affordable Housing Program	General Partner Capital Contrib.	0	0	Gross Tax Credit Equity	Total Residential Sources	Commercial Costs	Source Name:	Source Name:	
												Total			
ACQUISITION															
Lesser of Land Cost or Value	\$630,000	\$630,000			\$630,000						\$630,000	\$0			\$0
Demolition	\$0	\$0									\$0	\$0			\$0
Legal & Closing Costs	\$15,000	\$15,000			\$15,000						\$15,000	\$0			\$0
Verifiable Carrying Costs	\$0	\$0									\$0	\$0			\$0
Subtotal	\$645,000	\$645,000	\$0	\$0	\$645,000	\$0	\$0	\$0	\$0	\$0	\$645,000	\$0	\$0	\$0	\$0
Existing Improvements Cost	\$0	\$0									\$0	\$0			\$0
Other: Site Maintenance	\$5,000	\$5,000			\$5,000						\$5,000	\$0			\$0
Total Acquisition	\$650,000	\$650,000	\$0	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0	\$650,000	\$0	\$0	\$0	\$0
REHABILITATION															
Off-Site Improvements	\$0	\$0									\$0	\$0			\$0
Environmental Remediation	\$0	\$0									\$0	\$0			\$0
Site Work	\$0	\$0									\$0	\$0			\$0
Structures	\$0	\$0									\$0	\$0			\$0
General Requirements	\$0	\$0									\$0	\$0			\$0
Contractor Overhead	\$0	\$0									\$0	\$0			\$0
Contractor Profit	\$0	\$0									\$0	\$0			\$0
General Liability Insurance	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RELOCATION															
Temporary Relocation	\$0	\$0									\$0	\$0			\$0
Permanent Relocation	\$0	\$0									\$0	\$0			\$0
Total Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NEW CONSTRUCTION															
Off-Site Improvements	\$0	\$0									\$0	\$0			\$0
Environmental Remediation	\$0	\$0									\$0	\$0			\$0
Site Work (hard costs)	\$1,301,837	\$1,301,837		\$1,301,837							\$1,301,837	\$0			\$0
Structures (hard costs)	\$5,568,150	\$5,568,150	\$2,079,987	\$2,698,163		\$790,000					\$5,568,150	\$0			\$0
General Requirements	\$547,881	\$547,881		\$547,881							\$547,881	\$0			\$0
Contractor Overhead	\$186,744	\$186,744	\$186,744								\$186,744	\$0			\$0
Contractor Profit	\$224,093	\$224,093	\$224,093								\$224,093	\$0			\$0
General Liability Insurance	\$51,884	\$51,884	\$51,884								\$51,884	\$0			\$0
Other: Pricing and Design Contingency	\$1,216,936	\$1,216,936	\$246,599				\$970,337				\$1,216,936	\$0			\$0
Total New Construction	\$9,097,525	\$9,097,525	\$3,337,188	\$4,000,000	\$0	\$790,000	\$970,337	\$0	\$0	\$0	\$9,097,525	\$0	\$0	\$0	\$0
ARCHITECTURAL															
Design	\$770,000	\$770,000			\$150,312					\$619,688	\$770,000	\$0			\$0
Supervision	\$0	\$0									\$0	\$0			\$0
Total Architectural Costs	\$770,000	\$770,000	\$0	\$0	\$150,312	\$0	\$0	\$0	\$0	\$619,688	\$770,000	\$0	\$0	\$0	\$0
SURVEY & ENGINEERING															
Engineering	\$61,300	\$61,300			\$61,300						\$61,300	\$0			\$0
ALTA Land Survey	\$5,000	\$5,000			\$5,000						\$5,000	\$0			\$0
Total Survey & Engineering	\$66,300	\$66,300	\$0	\$0	\$66,300	\$0	\$0	\$0	\$0	\$0	\$66,300	\$0	\$0	\$0	\$0
CONTINGENCY COSTS															
Hard Cost Contingency	\$458,876	\$458,876	\$458,876								\$458,876	\$0			\$0
Soft Cost Contingency	\$102,227	\$102,227	\$102,227								\$102,227	\$0			\$0
Total Contingency Costs	\$561,103	\$561,103	\$561,103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$561,103	\$0	\$0	\$0	\$0

Permanent Sources & Uses

			Residential Permanent Sources of Funds										Commercial Sources		Residential Cost Difference Dev Budget vs. Sources
USES OF FUNDS	Total Costs (Residential & Commercial)	Total Residential Cost from Dev Budget	HUD Section 202	State HOME Investment Program	City of Lodi Urban County HOME/CDBG	FHLB - Affordable Housing Program	General Partner Capital Contrib.	0	0	Gross Tax Credit Equity	Total Residential Sources	Commercial Costs	Source Name:	Source Name:	
												Total			
CONSTRUCTION PERIOD EXPENSES															
Construction Loan Interest	\$531,798	\$531,798	\$531,798								\$531,798	\$0			\$0
Origination Fee	\$40,010	\$40,010	\$40,010								\$40,010	\$0			\$0
Credit Enhancement & App. Fee	\$0	\$0									\$0	\$0			\$0
Owner Paid Bonds/Insurance	\$0	\$0									\$0	\$0			\$0
Lender Inspection Fees	\$40,000	\$40,000	\$40,000								\$40,000	\$0			\$0
Taxes During Construction	\$7,056	\$7,056	\$7,056								\$7,056	\$0			\$0
Prevailing Wage Monitor	\$15,000	\$15,000	\$15,000								\$15,000	\$0			\$0
Insurance During Construction	\$118,134	\$118,134	\$118,134								\$118,134	\$0			\$0
Title and Recording Fees	\$30,000	\$30,000	\$30,000								\$30,000	\$0			\$0
Construction Mgmt. & Testing	\$100,000	\$100,000	\$100,000								\$100,000	\$0			\$0
Predevelopment Interest Exp.	\$65,957	\$65,957	\$65,957								\$65,957	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Construction Expenses	\$947,955	\$947,955	\$947,955	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$947,955	\$0	\$0	\$0	\$0
PERMANENT FINANCING EXPENSES															
Loan Origination Fee(s)	\$0	\$0									\$0	\$0			\$0
Credit Enhancement & App. Fee	\$0	\$0									\$0	\$0			\$0
Title and Recording	\$15,000	\$15,000	\$15,000								\$15,000	\$0			\$0
Property Taxes	\$0	\$0									\$0	\$0			\$0
Insurance	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Permanent Financing	\$15,000	\$15,000	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
LEGAL FEES															
Construction Lender Legal Expenses	\$30,000	\$30,000	\$30,000								\$30,000	\$0			\$0
Permanent Lender Legal Fees	\$25,000	\$25,000	\$25,000								\$25,000	\$0			\$0
Sponsor Legal Fees	\$0	\$0									\$0	\$0			\$0
Organizational Legal Fees	\$6,000	\$6,000	\$6,000								\$6,000	\$0			\$0
Syndication Legal Fees	\$40,000	\$40,000	\$18,533							\$21,467	\$40,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Legal Fees	\$101,000	\$101,000	\$79,533	\$0	\$0	\$0	\$0	\$0	\$0	\$21,467	\$101,000	\$0	\$0	\$0	\$0
CAPITALIZED RESERVES															
Operating Reserve	\$93,794	\$93,794								\$93,794	\$93,794	\$0			\$0
Replacement Reserve	\$38,079	\$38,079								\$38,079	\$38,079	\$0			\$0
Rent-Up Reserve	\$0	\$0									\$0	\$0			\$0
Transition Reserve	\$0	\$0									\$0	\$0			\$0
Other: Initial Services Reserve	\$100,000	\$100,000								\$100,000	\$100,000	\$0			\$0
Other: Investor Services Fee Reserve	\$41,783	\$41,783								\$41,783	\$41,783	\$0			\$0
Total Capitalized Reserves	\$273,656	\$273,656	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$273,656	\$273,656	\$0	\$0	\$0	\$0
REPORTS & STUDIES															
Appraisal(s)	\$3,500	\$3,500								\$3,500	\$3,500	\$0			\$0
Market Study	\$9,500	\$9,500								\$9,500	\$9,500	\$0			\$0
Physical Needs Assessment	\$0	\$0									\$0	\$0			\$0
Environmental Studies	\$20,000	\$20,000								\$20,000	\$20,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Reports & Studies	\$33,000	\$33,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000	\$33,000	\$0	\$0	\$0	\$0

Permanent Sources & Uses

			Residential Permanent Sources of Funds										Commercial Sources		Residential Cost Difference Dev Budget vs. Sources
USES OF FUNDS	Total Costs (Residential & Commercial)	Total Residential Cost from Dev Budget	HUD Section 202	State HOME Investment Program	City of Lodi Urban County HOME/CDBG	FHLB - Affordable Housing Program	General Partner Capital Contrib.	0	0	Gross Tax Credit Equity	Total Residential Sources	Commercial Costs	Source Name:	Source Name:	
												Total			
OTHER															
CTCAC App./Alloc./Monitor Fees	\$40,773	\$40,773			\$40,773						\$40,773	\$0			\$0
CDLAC Fees	\$0	\$0									\$0	\$0			\$0
Local Permit Fees	\$369,532	\$369,532			\$36,953					\$332,579	\$369,532	\$0			\$0
Local Development Impact Fees	\$1,804,238	\$1,804,238			\$180,424					\$1,623,814	\$1,804,238	\$0			\$0
Other Costs of Bond Issuance	\$164,009	\$164,009								\$164,009	\$164,009	\$0			\$0
Syndicator / Investor Fees & Expenses	\$45,000	\$45,000								\$45,000	\$45,000	\$0			\$0
Furnishings	\$80,000	\$80,000								\$80,000	\$80,000	\$0			\$0
Final Cost Audit Expense	\$20,000	\$20,000								\$20,000	\$20,000	\$0			\$0
Marketing	\$80,000	\$80,000								\$80,000	\$80,000	\$0			\$0
Financial Consulting	\$0	\$0								\$0	\$0	\$0			\$0
Other: Partnership Mgmt Fee Reserve	\$298,448	\$298,448								\$298,448	\$298,448	\$0			\$0
Other: HUD Minimum Cap. Investment	\$10,000	\$10,000								\$10,000	\$10,000	\$0			\$0
Other:	\$0	\$0								\$0	\$0	\$0			\$0
Other:	\$0	\$0								\$0	\$0	\$0			\$0
Total Other Costs	\$2,912,000	\$2,912,000	\$0	\$0	\$258,150	\$0	\$0	\$0	\$0	\$2,653,850	\$2,912,000	\$0	\$0	\$0	\$0
SUBTOTAL	\$15,427,539	\$15,427,539	\$4,940,779	\$4,000,000	\$1,124,762	\$790,000	\$970,337	\$0	\$0	\$3,601,661	\$15,427,539	\$0	\$0	\$0	\$0
DEVELOPER COSTS															
Developer Fee/Overhead/Profit	\$0	\$0									\$0	\$0			\$0
Consultant/Processing Agent	\$0	\$0									\$0	\$0			\$0
Project Administration	\$1,940,674	\$1,940,674	\$895,337		\$50,000					\$995,336	\$1,940,673	\$0			\$1
Syndicator Consultant Fees	\$0	\$0									\$0	\$0			\$0
Guarantee Fees	\$0	\$0									\$0	\$0			\$0
Broker Fees Paid to Related Party	\$0	\$0									\$0	\$0			\$0
Construction Oversight & Mgmt.	\$75,000	\$75,000	\$75,000								\$75,000	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Other:	\$0	\$0									\$0	\$0			\$0
Total Developer Costs	\$2,015,674	\$2,015,674	\$970,337	\$0	\$50,000	\$0	\$0	\$0	\$0	\$995,336	\$2,015,673	\$0	\$0	\$0	\$1
TOTAL DEVELOPMENT COST	\$17,443,213	\$17,443,213	\$5,911,116	\$4,000,000	\$1,174,762	\$790,000	\$970,337	\$0	\$0	\$4,596,997	\$17,443,212	\$0	\$0	\$0	\$1
CTCAC Total Project Costs \$17,358,213 (Excludes Syndication Legal Fees and Syndicator / Investor Fees and Expenses)															
Permanent Source Amount from Dev Sources Worksheet \$5,911,116 \$4,000,000 \$1,174,762 \$790,000 \$970,337 \$0 \$0 \$4,596,997 \$17,443,212 \$0															UA Version 3/12/09
Permanent Sources Difference \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0															

Tienda Drive Senior Housing				
ANNUAL INCOME AND EXPENSES				
ON-SITE EMPLOYEE INFORMATION				
No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent
1	1.00	On-Site Manager(s)	\$39,040	\$0
		On-Site Assistant Manager(s)	\$0	\$0
1	1.00	On-Site Maintenance Employee(s)	\$47,198	\$0
		On-Site Leasing Agent/Administrative Employee(s)	\$8,160	\$0
		On-Site Security Employee(s)	\$0	\$0
1	0.50	Services Coordinator	\$16,160	\$0
			\$0	\$0
			\$0	\$0
Total Salaries and Value of Free Rent Units			\$110,558	\$0
	6711	Payroll Taxes	\$10,480	Show free rent as an expense? <input type="radio"/> Yes <input checked="" type="radio"/> No
	6722	Workers Compensation	\$5,120	
	6723	Employee Benefits	\$16,880	
On-Site Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$32,480	
Total On-Site Employee(s) Expenses			\$143,038	
Employee Units				
Income Limit	Job Title(s) of Employee(s) Living On-Site		Unit Type (No. of bdrms.)	Square Footage
None	On-Site Manager(s)		2	950
			0	0
			0	0
Total Square Footage			950	
Annual Operating Budget				
Acct. No.	REVENUE - INCOME		Residential	Commercial
5120/5140	Rent Revenue - Gross Potential			\$0
	Restricted Unit Rents		\$499,596	
	Unrestricted Unit Rents		\$0	
5121	Tenant Assistance Payments HUD PRAC		\$190,548	
	0		\$0	
	Operating Subsidies		\$0	
	Other: (specify)		\$0	\$0
5910	Laundry and Vending Revenue		\$6,739	
5170	Garage and Parking Spaces		\$0	\$0
5990	Miscellaneous Rent Revenue		\$0	\$0
Gross Potential Income (GPI)			\$696,883	\$0
	Vacancy Rate: Restricted Units		5.0%	
	Vacancy Rate: Unrestricted Units		5.0%	
	Vacancy Rate: Tenant Assistance Payments		5.0%	
	Vacancy Rate: Other: (specify)		5.0%	
	Vacancy Rate: Laundry & Vending & Other Income		5.0%	
	Vacancy Rate: Commercial Income			50.0%
5220/5240	Vacancy Loss(es)		\$34,844	\$0
Effective Gross Income (EGI)			\$662,039	\$0

Tienda Drive Senior Housing			
ANNUAL INCOME AND EXPENSES			
Acct. No.	EXPENSES	Residential	Commercial
ADMINISTRATIVE EXPENSES: 6200/6300			
6203	Conventions and Meetings	\$640	\$0
6210	Advertising and Marketing	\$500	\$0
6250	Other Renting Expenses	\$1,200	\$0
6310	Office/Administrative Salaries -- from above	\$8,160	\$0
6311	Office Expenses	\$3,600	\$0
6312	Office or Model Apartment Rent	\$0	\$0
6320	Management Fee	\$43,200	\$0
6325	Social Services Coordinator -- from above	\$16,160	\$0
6330	Site/Resident Manager(s) Salaries -- from above	\$39,040	\$0
6331	Administrative Free Rent Unit -- from above	\$0	\$0
6340	Legal Expense -- Project	\$680	\$0
6350	Audit Expense	\$8,000	\$0
6351	Bookkeeping Fees/Accounting Services	\$7,200	\$0
6390	Miscellaneous Administrative Expenses	\$16,130	\$0
6391	Social Programs/Social Services	\$7,800	\$0
6263T	TOTAL ADMINISTRATIVE EXPENSES	\$152,310	\$0
Acct. No.	EXPENSES (continued)	Residential	Commercial
UTILITIES EXPENSES: 6400			
6450	Electricity	\$20,000	\$0
6451	Water	\$20,000	\$0
6452	Gas	\$8,000	\$0
6453	Sewer	\$14,000	\$0
	Other Utilities: Cable TV	\$1,600	\$0
6400T	TOTAL UTILITIES EXPENSES	\$63,600	\$0

Tienda Drive Senior Housing			
ANNUAL INCOME AND EXPENSES			
OPERATING AND MAINTENANCE EXPENSES: 6500			
6510	Payroll -- from above	\$47,198	\$0
6515	Supplies	\$19,860	\$0
6520	Contracts	\$19,950	\$0
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0
6525	Garbage and Trash Removal	\$18,720	\$0
6530	Security Contract	\$3,200	\$0
6531	Security Free Rent Unit -- from above	\$0	\$0
6546	Heating/Cooling Repairs and Maintenance	\$660	\$0
6548	Snow Removal	\$0	\$0
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0	\$0
6590	Miscellaneous Operating and Maintenance Expenses	\$0	\$0
6500T	TOTAL OPERATING & MAINTENANCE EXPENSES	\$109,588	\$0
TAXES AND INSURANCE: 6700			
6710	Real Estate Taxes	\$16,000	\$0
6711	Payroll Taxes (Project's Share) -- from above	\$10,480	\$0
6720	Property and Liability Insurance (Hazard)	\$23,840	\$0
6729	Other Insurance (e.g. Earthquake)	\$0	\$0
6721	Fidelity Bond Insurance	\$0	\$0
6722	Worker's Compensation -- from above	\$5,120	\$0
6723	Health Insurance/Other Employee Benefits--from above	\$16,880	\$0
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$960	\$0
6700T	TOTAL TAXES AND INSURANCE	\$73,280	\$0
ASSISTED LIVING/BOARD & CARE: 6900			
6932	Food	\$0	\$0
6980	Recreation and Rehabilitation	\$0	\$0
6983	Rehabilitation Salaries	\$0	\$0
6990	Other Service Expenses: (specify)	\$0	\$0
6900T	TOTAL ASSISTED LIVING EXPENSES	\$0	\$0
TOTAL OPERATING EXPENSES		\$398,778	\$0

Tienda Drive Senior Housing ANNUAL INCOME AND EXPENSES			
FUNDED RESERVES: 7200		Residential	Commercial
7210	Required Replacement Reserve Deposits	\$0	\$0
7220	Other Reserves: (specify)	\$0	\$0
7230	Other Reserves: (specify)	\$0	\$0
7240	Other Reserves: (specify)	\$0	\$0
	TOTAL RESERVES	\$0	\$0
GROUND LEASE		Residential	Commercial
	Ground Lease	\$0	\$0
	TOTAL GROUND LEASE	\$0	\$0
NET OPERATING INCOME		\$263,261	\$0
FINANCIAL EXPENSES: 6800			
6820	1st Mortgage Debt Service	\$0	\$0
6830	2nd Mortgage Debt Service	\$0	\$0
6840	3rd Mortgage Debt Service	\$0	\$0
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0
6800T	TOTAL FINANCIAL EXPENSES	\$0	\$0
CASH FLOW		\$263,261	\$0
6391	Social Programs/Social Services	\$0	
6590	Asset Management/Similar Fees	\$0	\$0
Total Operating Expenses Per Unit		Per Year	Per Month
Without any Adjustments		\$4,985	\$415
With the Value of Rent-Free Units Included		\$4,985	\$415
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$4,485	\$374
UA Version 3/12/09			

CASH FLOW ANALYSIS

Income from Restricted Units based on: ☒ Restricted Rents ☐ Proposed Rents

UA Version 3/12/09

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Restricted Unit Rents	2.5%	499,596	512,086	524,888	538,010	551,461	565,247	579,378	593,863	608,709	623,927	639,525	655,513	671,901	688,699	705,916
Unrestricted Units	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments																
Program: HUD PRAC	2.5%	190,548	195,312	200,194	205,199	210,329	215,588	220,977	226,502	232,164	237,968	243,918	250,015	256,266	262,673	269,239
Program:	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (specify)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - HOUSING		690,144	707,398	725,083	743,210	761,790	780,835	800,355	820,364	840,873	861,895	883,443	905,529	928,167	951,371	975,155
OTHER INCOME																
Laundry & Vending	2.5%	6,739	6,908	7,080	7,257	7,439	7,625	7,815	8,011	8,211	8,416	8,627	8,842	9,063	9,290	9,522
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - OTHER		6,739	6,908	7,080	7,257	7,439	7,625	7,815	8,011	8,211	8,416	8,627	8,842	9,063	9,290	9,522
GROSS POTENTIAL INCOME - TOTAL		696,883	714,305	732,163	750,467	769,229	788,459	808,171	828,375	849,085	870,312	892,069	914,371	937,230	960,661	984,678
VACANCY ASSUMPTIONS																
Restricted Units	5.0%	24,980	25,604	26,244	26,901	27,573	28,262	28,969	29,693	30,435	31,196	31,976	32,776	33,595	34,435	35,296
Unrestricted Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	5.0%	9,527	9,766	10,010	10,260	10,516	10,779	11,049	11,325	11,608	11,898	12,196	12,501	12,813	13,134	13,462
Other: (specify)	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry & Vending & Other Income	5.0%	337	345	354	363	372	381	391	401	411	421	431	442	453	465	476
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL VACANCY LOSS		34,844	35,715	36,608	37,523	38,461	39,423	40,409	41,419	42,454	43,516	44,603	45,719	46,862	48,033	49,234
EFFECTIVE GROSS INCOME		662,039	678,590	695,555	712,944	730,767	749,036	767,762	786,956	806,630	826,796	847,466	868,653	890,369	912,628	935,444
OPERATING EXPENSES & RESERVE DEPOSITS																
Residential Expenses (w/o Real Estate Taxes)	3.5%	382,778	396,175	410,041	424,393	439,247	454,620	470,532	487,001	504,046	521,687	539,946	558,844	578,404	598,648	619,601
Real Estate Taxes	2.0%	16,000	16,320	16,646	16,979	17,319	17,665	18,019	18,379	18,747	19,121	19,504	19,894	20,292	20,698	21,112
Replacement Reserve	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ground Lease	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES & RESERVES		398,778	412,495	426,688	441,372	456,565	472,285	488,550	505,379	522,792	540,809	559,450	578,738	598,696	619,346	640,712
NET OPERATING INCOME		263,261	266,095	268,867	271,571	274,202	276,751	279,212	281,577	283,838	285,987	288,016	289,914	291,673	293,282	294,732
DEBT SERVICE																
1st Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bridge Loan (repaid from Investor equity)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2nd Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Financial Expenses: (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Required Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CASH FLOW after all debt service		263,261	266,095	268,867	271,571	274,202	276,751	279,212	281,577	283,838	285,987	288,016	289,914	291,673	293,282	294,732
DEBT SERVICE COVERAGE RATIO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Use of Cash Flow After Debt Service - HCD Projects																
Asset Mgmt./ Similar Fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee prior to Distributions and residual receipt payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for Residual Receipts Loans and Sponsor Distributions		263,261	266,095	268,867	271,571	274,202	276,751	279,212	281,577	283,838	285,987	288,016	289,914	291,673	293,282	294,732
Sponsor Distributions	50%	131,631	133,047	134,434	135,786	137,101	138,375	139,606	140,788	141,919	142,994	144,008	144,957	145,837	146,641	147,366
HCD Residual Payment	50%	131,631	133,047	134,434	135,786	137,101	138,375	139,606	140,788	141,919	142,994	144,008	144,957	145,837	146,641	147,366
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assumed Max Asset Mgmt/Similar Fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative paid Deferred Dev. Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO SUBMIT A JOINT APPLICATION WITH EDEN DEVELOPMENT,
INC. TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT FOR HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDING; AND IF SELECTED, THE EXECUTION OF A STANDARD
AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED
DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT
PARTNERSHIP PROGRAM

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WHEREAS, The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, On June 1, 2009 the Department issued a 2009 Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, In response to the 2009 NOFA, the City of Lodi, a municipal corporation, and Eden Development, Inc., a nonprofit corporation (the "Applicants"), wishes to apply to the Department for, and receive an allocation of, HOME funds; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager, in response to the 2009 NOFA, to submit a joint application with Eden Development, Inc. to the Department to participate in the HOME program and for an allocation of funds not to exceed Four Million, Five Hundred Thousand Dollars (\$4,500,000) for the following activities and/or programs: Develop affordable senior rental housing in Lodi, California.

BE IT FURTHER RESOLVED, if the application for funding is approved, the Applicants hereby agree to use HOME funds for eligible activities in the manner presented in the application as approved by HCD in accordance with the statutes and regulations stated above. The City Manager is authorized and may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by HCD for participation in the HOME program.

Dated: August 11, 2009

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I hereby certify that Resolution No. 2009-_____ was passed and adopted by the Lodi City Council in a regular meeting held August 11, 2009, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk